




PLACER HILLS - NEWCASTLE FIRE PROTECTION DISTRICTS



STAFF REPORT

To:	Board of Directors, Newcastle Fire Protection District
From:	Ian Gow, Fire Chief
By:	Mark D'Ambrogi, Fire Marshal 
Date:	February 17, 2021
Subject:	Memorandum of Understanding (MOU): Newcastle Fire Protection District and U.S. Bureau of Reclamation, amended

The Issue

Shall the Board authorize the Fire Chief to sign the amended Memorandum of Understanding between the Newcastle Fire Protection District and U.S. Bureau of Reclamation?

Recommendation

Staff recommends the Board authorize the Fire Chief to sign the Memorandum of Understanding between the Newcastle Fire Protection District and U.S. Bureau of Reclamation.

Background

The Board has authorized the Fire Chief to sign the Memorandum of Understanding between the Newcastle Fire Protection District and U.S. Bureau of Reclamation in the previous year of which had occurred by Board action. The Bureau of Reclamation has requested all agencies that had previous signed this MOU to once again sign. One minor change has occurred since the original document. Section 12 has been changed to reflect the effective date of the MOU to be upon the date of execution between each agency and the Bureau of Reclamation. The previous language reads the MOU will be effective upon execution of all parties, meaning the MOU is not in effect until ALL agencies have executed the MOU. The U.S. Bureau of Reclamation suggest such change so that any agency that executes this MOU will take effect immediately upon execution between U.S. Bureau of Reclamation and the signing agency. This minor action is seen as a benefit to U.S. Bureau of Reclamation who wish to embark on projects with partner agencies as soon as the MOU is executed.



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Alternatives Available to the Board

1. Authorize the Fire Chief to sign the MOU;
2. Do not sign the MOU;
3. Take no action, defer to a later date.

Fiscal Impact

No fiscal impact has been identified by signing this MOU. This MOU does not obligate the Newcastle Fire Protection District of funding associated with U.S. Bureau of Reclamation projects.

Attachments

1. Copy of Section 12 of MOU with strikeout/added language
2. Memorandum Of Understanding, amended

Reclamation and must follow Reclamation's guidelines for implementing fuels reduction activities on Reclamation lands. These Guidelines will be incorporated into the Scope of Work (SOW) for each activity performed under this MOU. Changes to the SOW, including scheduling, location sites, or project activities must be submitted in advance for Reclamation's prior approval. The United States reserves the right to inspect the site before, during and after project completion.

10. Liability

The Districts hereby agree to indemnify and hold harmless the United States, their employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the District's and its agents' activities under this MOU.

11. Insurance

The Districts are to each maintain certificates of insurance evidencing \$1,000,000 coverage in a standardized form while undertaking any activities under this MOU; to include liability, Worker's Compensation, and fire suppression requirements resulting from inadvertent ignition during wildland fire fuel reduction treatments. Any vendor or contractor performing activities under the direction of a District(s) on Reclamation project lands will submit an endorsement showing the District(s) and Reclamation, its officers, agents, and employees as additional named insured.

12. Term of MOU/Amendment/Authorities not altered

This MOU will be in effect ~~upon the execution of this MOU by all parties on each District and Reclamation upon the date of execution by said District and Reclamation. This MOU is only effective on a District or Reclamation upon execution. Any District that has not executed the MOU may still execute the MOU at a future time, but said Districts are not expected or required to participate in the activities discussed in the MOU.~~ This MOU will stay in effect for 1 year and will automatically renew annually for a total term of 5 years unless terminated in writing. By mutual agreement of the ~~executed~~ parties, this MOU may be renewed for successive 5-year periods not to exceed 20 years in total.

Either the District(s) or Reclamation may terminate their individual participation in this MOU after 30 days of written notification to the other.

Amendment. This MOU may be amended through written agreement of all signatories.

Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

13. Scope of MOU

Nothing in this MOU is intended to negate, reduce, or impact, any and or all other agreements that each agency has with other agencies or jurisdictions.

14. Covenant against contingent fees

The Districts warrant that no person or agency has been employed or retained to solicit or secure this MOU upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

MEMORANDUM OF UNDERSTANDING (MOU)

Between

COUNTY of PLACER, FORESTHILL FIRE PROTECTION DISTRICT, SOUTH PLACER FIRE DISTRICT, NEWCASTLE FIRE PROTECTION DISTRICT, PLACER HILLS FIRE PROTECTION DISTRICT, PLACER COUNTY FIRE DEPARTMENT, IOWA HILL COMMUNITY CLUB, SACRAMENTO METROPOLITAN FIRE DISTRICT, PLACER RESOURCE CONSERVATION DISTRICT, EL DORADO RESOURCE CONSERVATION DISTRICT, GEORGETOWN DIVIDE RESOURCE CONSERVATION DISTRICT, EL DORADO COUNTY FIRE DISTRICT, CITY OF FOLSOM FIRE DEPARTMENT, GEORGETOWN FIRE DEPARTMENT, & EL DORADO HILLS FIRE DEPARTMENT

and

U.S. DEPARTMENT of the INTERIOR, BUREAU OF RECLAMATION

1. Introduction

This MOU between the

County of Placer (County)
Foresthill Fire Protection District (FFPD)
South Placer Fire District (SPFD)
Newcastle Fire Protection District (NFPD)
Placer Hills Fire Protection District (PHFPD)
Placer County Fire Department (PCFD)
Iowa Hill Community Club (IHCC)
Sacramento Metropolitan Fire District (SMFD)
Placer Resource Conservation District (PRCD)
El Dorado Resource Conservation District (EDRCD)
Georgetown Divide Resource Conservation District (GDRCD)
El Dorado County Fire District (EDCFD)
City of Folsom Fire Department (FFD)
Georgetown Fire Department (GFD)
El Dorado Hills Fire Department (EDHFD)

(collectively referred to hereinafter as the Districts), and U.S. Department of Interior, Bureau of Reclamation (Reclamation) is to establish a collaborative relationship to implement and manage wildland fire fuels reduction programs on those lands under the authority of Reclamation adjacent to the developed lands within the District boundaries as shown in Exhibit 1.

2. Authority

Reclamation's authority to enter into this MOU comes from the Act of May 27, 1955, Public Law 46 Chapter 105 and codified in U.S. Code Title 42, Chapter 15A, Subchapter I, Section 1856a-1:

Authority to enter into contracts with State and local government entities. The Secretary of the Interior is "authorized to enter into contracts with State and local governmental entities, including local fire districts, for procurement of services in the pre-suppression, detection, and suppression of fires on any units within their jurisdiction."

FURTHERMORE, For the purposes of fire protection and assistance (296 DM 1) the Commissioner (along with any further delegations) of the Bureau of Reclamation is

authorized to exercise the authority delegated to the Secretary of the Interior for entering into any agreements as described above (255 DM 2).

3. Background

Reclamation has a history of partnering with *certain* Districts to implement activities aimed at reducing wildland fuels on Reclamation fee title and Reclamation managed lands (herein referred to as Reclamation Lands) throughout Placer, El Dorado, and Sacramento counties. The purpose of these activities has been to reduce wildland fuels in strategic locations to enhance fire suppression activities, provide increased firefighter safety on Reclamation lands, and create adequate defensible space to adjacent private residences. Reclamation and *those* Districts have achieved this by working collaboratively together and with adjacent landowners to reduce hazardous fire fuels on Reclamation Lands. Those Districts have provided sources of funding, and provided oversight and guidance to private landowners, contractors, and vendors on these efforts. This collaboration has allowed those Districts and willing homeowners to clear Reclamation land of hazardous fire fuels within their recommended defensible space area.

4. Objective

Reclamation and Districts intend to cooperatively support one another to proceed with management and operation of wildland fire fuels reduction treatments on Reclamation lands within or adjacent to the respective District boundaries. Reclamation will give permission to the Districts to perform fire fuels reduction and management projects on those Reclamation project lands in coordination with Reclamation.

5. General Provisions

- a. Reclamation will allow the Districts, its agents; private landowners, contractors, and/or vendors to perform wildland fire fuels reduction projects with District oversight on Reclamation project lands within their respective District boundary.
- b. Any party not a signatory to this MOU that enters Reclamation land for the purpose of executing this MOU and at the invitation of the Districts shall be considered an agent of the Districts. The Districts acknowledge and understand that the Districts are fully liable for any and all damages that result from its agents' actions on Reclamation lands.
- c. The Districts will coordinate with Reclamation and receive specific project approval for each treatment performed by the Districts or its agents on Reclamation project lands before any work begins.

6. Exclusions/Limitations

- a. Nothing in this agreement may be construed to obligate the Districts or the United States to any current or future expenditure of resources, nor does this agreement obligate the Districts or the United States to spend funds on any particular project or purpose, even if funds are available.
- b. Funding for wildland fire fuel reduction treatments will follow applicable guidelines as established by a funding source.
- c. This MOU only applies to Reclamation lands as shown in Exhibit 1. Activities occurring on lands not under Reclamation's jurisdiction would need to be coordinated with appropriate landowners or entities.

- d. This MOU sets out Reclamation and the District's intentions and objectives and does not apply to any person outside Reclamation and the Districts. This MOU is not intended to and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by anyone against the United States, its agencies, or its offices.
- e. Reclamation reserves the right at any time and without liability to the United States to prohibit and exclude any individual, party, or organization from working on Reclamation lands under this MOU if Reclamation determines that the activities being performed are counter to the purpose of this MOU or contrary to the interests of the United States.

7. District Responsibilities

- a. The Districts will be responsible for the management, coordination, implementation, inspection and oversight of hazardous fuels treatments when applied to Reclamation lands that arise under this MOU.
- b. Prior to implementation of any activities on Reclamation lands the Districts will coordinate closely with Reclamation on the status of each ongoing activity performed under this MOU.
- c. Each District(s) actively engaged in or plans to engage in fire fuel reduction treatments under this MOU agrees to attend an annual coordination meeting with Reclamation at the beginning of each calendar year.
- d. The Districts will notify the Reclamation's Central California Area Office Resources Manager via email, phone call or in person no less than one week in advance of implementing any activities on Reclamation lands under this MOU.
- e. The Districts shall require any landowner, party, or organization not a signatory to this MOU to sign a Reclamation approved Volunteer Agreement and Release of Liability form filed with the overseeing District, with a signed copy provided to Reclamation prior to the commencement of any activity on Reclamation lands.
- f. The Districts shall enforce all clauses in the guidelines described in Section 9 of this MOU on itself, its agents, contractors, vendors, or other parties that the Districts partner with in efforts to execute this MOU on Reclamation lands.

8. Reclamation's Responsibility

- a. Prior to implementation of any activities on Reclamation lands, Reclamation will coordinate closely with the Districts on the status of each ongoing activity performed under this MOU.
- b. Reclamation will complete and/or assure that appropriate environmental documentation has been completed for each fuel reduction activity performed under this MOU in accordance with the National Environmental Policy Act, and all other applicable laws prior to implementation of any such activity(s).
- c. No less than one month prior to the beginning of each calendar year, Reclamation will arrange and provide to the Districts a date, time and location for the annual coordination meeting.
- d. Reclamation will provide to the Districts a Reclamation approved Volunteer and Release of Liability form to be signed by any agent of the Districts not a party to this MOU.

9. Fire Hazard Safety Requirements

All work associated with this MOU must be coordinated no later than one week in advance with

Reclamation and must follow Reclamation's guidelines for implementing fuels reduction activities on Reclamation lands. These Guidelines will be incorporated into the Scope of Work (SOW) for each activity performed under this MOU. Changes to the SOW, including scheduling, location sites, or project activities must be submitted in advance for Reclamation's prior approval. The United States reserves the right to inspect the site before, during and after project completion.

10. Liability

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agencies maintained by the District(s) for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this MOU without liability or in its discretion to require the Districts to pay the full amount of such commission, percentage, brokerage, or contingent fee.

15. Officials not to benefit

No Member of Congress shall be admitted to any share or part of this MOU entered into or accepted by or on behalf of the United States, or to any benefit to arise thereupon, but this restriction shall not be construed to extend to this MOU if made with a corporation or company for its general benefit.

16. Nondiscrimination on the basis of race, color, or national origin

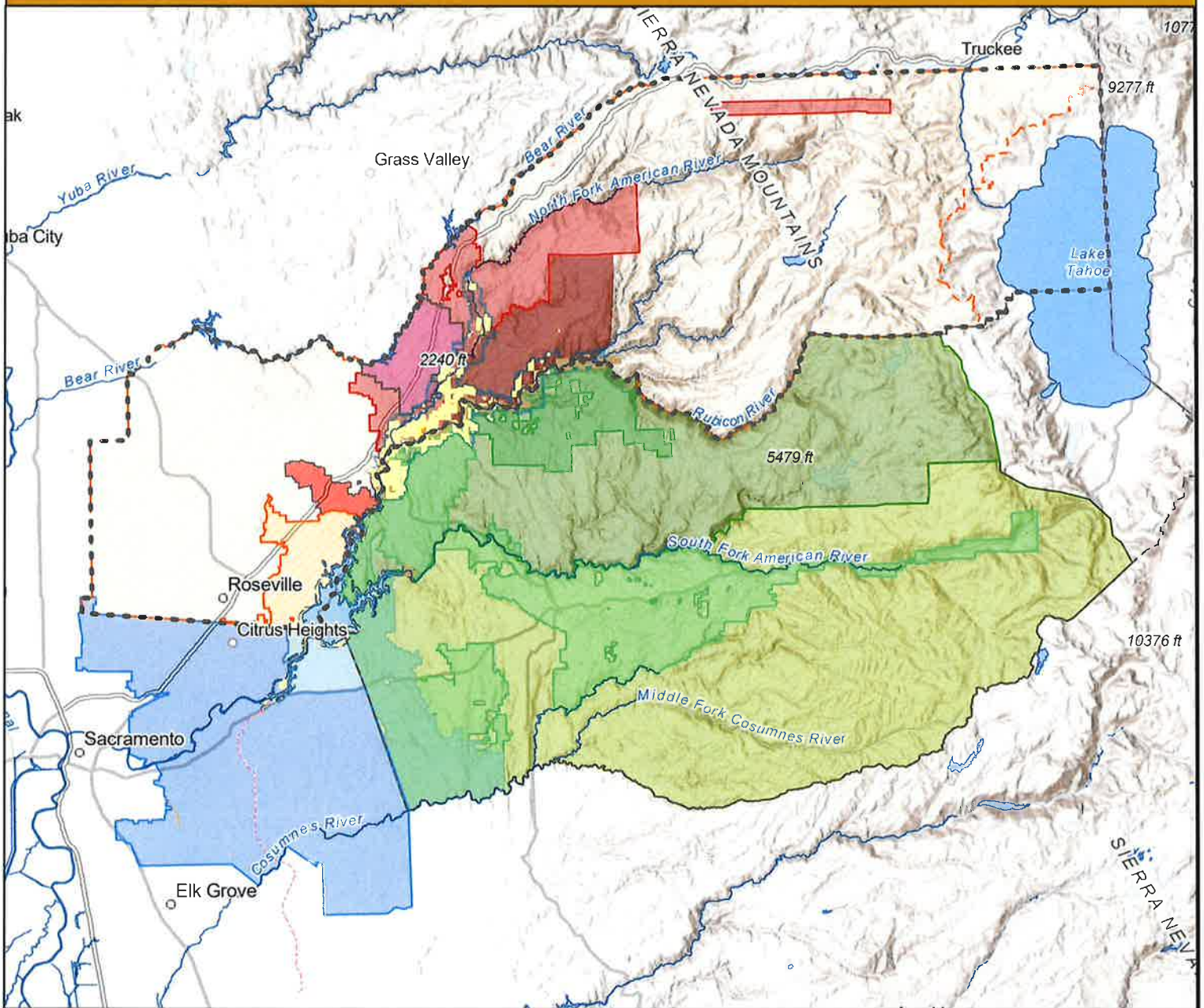
The Districts hereby agree to comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance,” and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17.

17. Nondiscrimination on the basis of disability

The Districts hereby agree to comply with Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

18. Nondiscrimination on the basis of age

The Districts hereby agree to comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., and the general age discrimination regulations at 45 CFR § 90 which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR §17.



Placer County District Boundaries

- Foresthill FPD
- Newcastle FPD
- Placer County FD (CSA 28 ZONE 137)
- Placer Hills FPD
- South Placer Fire District Boundary
- Placer County Resource Conservation District
- County of Placer

El Dorado County District Boundaries

- El Dorado Hills FD
- El Dorado County FD
- Georgetown FPD

Sacramento County District Boundaries

- City of Folsom FD
- Sacramento Metropolitan FD

Boundaries

- Auburn Project Boundary
- Folsom Project Boundary
- BOR Fee-Title Lands
- BOR Withdrawn Lands
- Counties
- Folsom South Canal



Miles

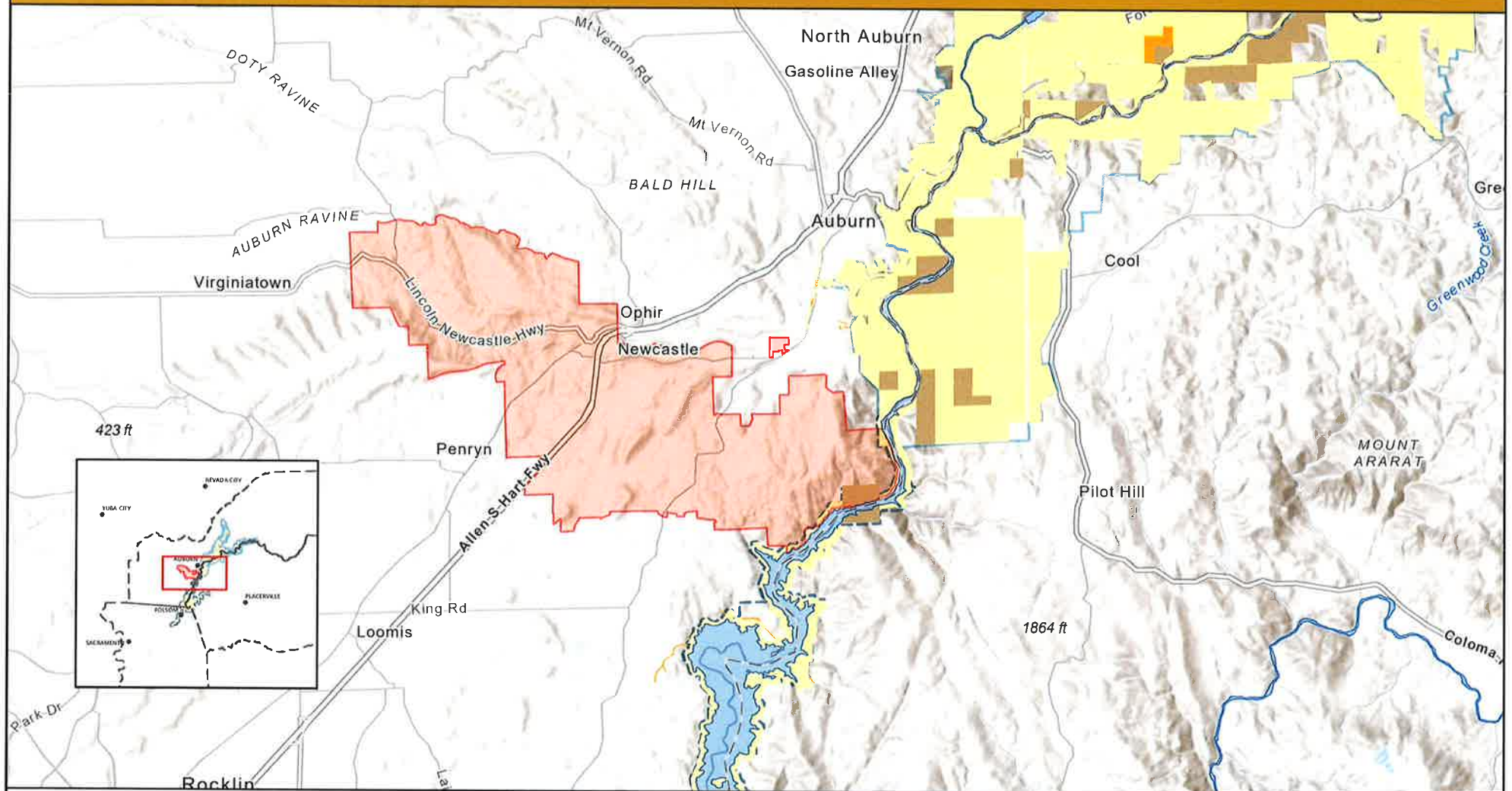




BUREAU OF RECLAMATION

AUBURN-FOLSOM PROJECT LANDS MEMORANDUM OF UNDERSTANDING

Exhibit 5 - Newcastle Fire Protection District Boundary Map



- Newcastle Fire Protection District Boundary
- Auburn Project Boundary
- Folsom Project Boundary
- BOR Fee-Title Lands
- BOR Easements
- Folsom South Canal
- Counties



iv. NEWCASTLE FIRE PROTECTION DISTRICT

X

Ian Gow
Fire Chief

Date